

# COMMERCIAL RESOURCES CORP.

7700 MARINE ROAD • NORTH BERGEN, N. J. 07047 • (201) 868-3000

7043-a

RECORDATION NO. \_\_\_\_\_ Filed & Recorded

AUG 8 1973 - 12 15 PM

STATE COMMERCIAL COMMISSION

August 3, 1973

RECEIVED  
AUG 8 12 10 PM '73  
I.C.C.  
FEE OPERATION BR.

Morris J. Levin  
Counsellor and Attorney at Law  
1620 Eye Street, N. W.  
Washington, D. C. 20006

Dear Mr. Levin:

This letter is our request to you that you withdraw and rescind Lease #1998 between Commercial Resources Corp., as Lessor and Marianna & Blountstown Railroad, as Lessee.

The equipment covered by said lease which was filed with the I.C.C. on May 31, 1973 covered (10) standard forty foot, single door freight cars, with the following serial numbers:

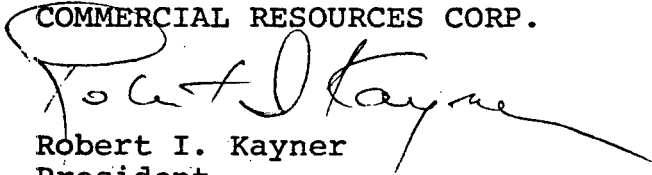
069161	070579
069176	071678
069963	071726
070310	072197
070473	072286

We request that the above lease be rescinded due to a clerical error involving title to the above mentioned cars.

Should any questions arise regarding this matter, do not hesitate to contact either Joe Schneider or myself.

Very truly yours,

COMMERCIAL RESOURCES CORP.

  
Robert I. Kayner  
President

RIK:sl

FIRST AMENDMENT TO EQUIPMENT LEASE

THIS FIRST AMENDMENT TO EQUIPMENT LEASE dated as of June 1, 1973 between TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as Trustee under a Trust Agreement dated as of May 1, 1973 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation (the "Agent"), as Agent for the Lessor, and THE WESTERN PACIFIC RAILROAD COMPANY, a California corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Agent and the Lessee have heretofore executed and delivered that certain Equipment Lease dated as of May 1, 1973 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease; and

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission on May 31, 1973 and has been assigned Recordation No. 7044; and

WHEREAS, the Lessor, the Agent and the Lessee desire to amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Agent and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By amending Section 2.3 of the Lease, as executed, to read in its entirety as follows:

"2.3. Manner and Place of Rent Payment.

All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor at 1211 West 22nd Street, Oak Brook, Illinois 60521, or at such other place as the Lessor, or its assigns pursuant to Section 16 hereof, shall specify in writing. All payments provided for in this Lease to be made to the Lessor shall be made to the Lessor by first class mail, postage prepaid, or in such other manner as the Lessor, or its assigns pursuant to Section 16 hereof, shall specify in writing."

2. By amending Section 14.1(a) of the Lease, as executed, to read in its entirety as follows:

"(a) Default shall be made in the payment of any part of the rental provided in Section 2 hereof;"

Whenever in any certificate, letter, notice or other instrument reference is made to the Equipment Lease, such reference without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Equipment Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

TRUST COMPANY FOR USL, INC.,  
as Trustee under a Trust Agreement  
dated as of May 1, 1973

(CORPORATE SEAL)

Attest:

Joanne L. Miller  
Assistant Secretary

By Ben Marchardt  
Its President

LESSOR

UNITED STATES LEASING INTERNATIONAL, INC.

By David A. Hooley  
Its Vice President

AGENT

(CORPORATE SEAL)

Attest:

Joanne L. Miller  
Assistant Secretary

THE WESTERN PACIFIC RAILROAD COMPANY

By [Signature]  
Its VICE PRESIDENT - FINANCE

LESSEE

(CORPORATE SEAL)

Attest:

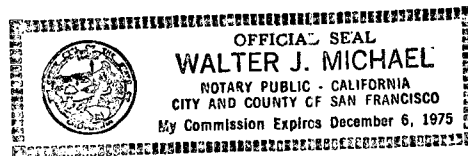
Kathleen M. [Signature]

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO)

On this 24 day of June, 1973, before me personally appeared Ben Braushardt, to me personally known, who being by me duly sworn, says he is \_\_\_\_\_ President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires:

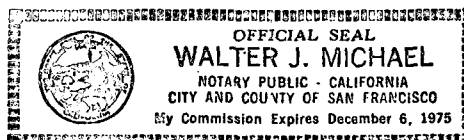


STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO)

On this 24 day of June, 1973, before me personally appeared David G. Wadley, to me personally known, who being by me duly sworn, says that he is Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My commission expires:



STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 12th day of June, 1973, before me personally appeared F. A. TEGELER, to me personally known, who being by me duly sworn, says that he is VICE PRESIDENT - FINANCE of THE WESTERN PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane L. Fafoutis  
Notary Public

(Notarial Seal)

My commission expires: December 14, 1975

